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Attorneys for Shellpoint Mortgage Servicing

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re: MELANI SCHULTE and
WILLIAM SCHULTE,

Case No.: 09-29123-BAM

Chapter 11

Jointly Administered with:

2704 SATTLEY LLC,
HOT ENDEAVOR LLC,
1341 MINUET LLC,
1708 PLATO PICO LLC,
2228 WARM WALNUT LLC,
9425 VALLEY HILLS LLC,
9500 ASPEN GLOW LLC,
5218 MISTY MORNING LLC,
CHERISH LLC,
SABRECO Inc.,
KEEP SAFE LLC

09-27238-BAM
09-27909-BAM
09-27910-BAM
09-27911-BAM
09-27912-BAM
09-27913-BAM
09-27914-BAM
09-27916-BAM
09-28513-BAM
09-31584-BAM
09-31585-BAM

**DECLARATION OF SHELLPOINT
MORTGAGE SERVICING IN
SUPPORT OF RESPONSE TO
DEBTOR'S MOTION FOR CONTEMPT**

I, Danella Banks, declare:

1. I am over 18 years of age and am authorized as a bankruptcy manager by Shellpoint Mortgage Servicing ("Shellpoint") to make this declaration regarding the loan described below (the "Subject Loan" or "Account"). If called to testify in this matter, I would testify under oath as to the following:

1 2. In such capacity, I have access to the books and records regarding the Subject Loan,
2 including the servicing records and copies of the applicable Subject Loan documents. I have
3 personally reviewed these records as they relate to the Subject Loan and provide the herein
4 testimony based on knowledge I have gained from the records.

5 3. I have personal knowledge regarding the manner in which these business records
6 are created, kept, and maintained. The records, including computer records relating to the servicing
7 of the Subject Loan, are made at or near the time of the occurrence of the matters set forth in such
8 records, by a representative with knowledge of the acts or events recorded. Such records are
9 obtained, kept, and maintained in the regular course of business. Shellpoint relies on such records
10 in the ordinary course of its business. The testimony provided herein is based on the business
11 records regarding the Subject Loan and the knowledge I have gained from my review of these
12 business records.

13 4. According to the aforementioned books and records, the Subject Loan is evidenced
14 by a promissory note executed by Melani Schulte ("Debtor") in the principal sum of \$167,000.00
15 (the "Note"). The Note reflects it was specially indorsed to THE BANK OF NEW YORK
16 MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE
17 CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2004-28CB,
18 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-28CB ("Creditor").

19 5. According to the aforementioned books and records, the Note is secured by a deed
20 of trust (the "Deed of Trust") encumbering the real property located at 1392 Echo Falls Ave, Las
21 Vegas, NV 89123 ("Property"). The Deed of Trust was assigned to Creditor. The Note and Deed
22 of Trust are correctly referenced as the "Subject Loan."

23 6. Pursuant to the terms of the Deed of Trust, Debtor is required to maintain real
24 property taxes and hazard insurance for the Property, and Shellpoint is entitled to pay
25 taxes/insurance on the Debtor's behalf and set up an escrow impound to seek recovery of any
26 advances paid by Shellpoint.

27 7. On or about August 17, 2015, Shellpoint acquired servicing rights to the Subject
28 Loan. Shellpoint is the authorized servicer of the Subject Loan on behalf of Creditor.

1 8. At the time of acquisition, the Subject Loan reflected a default.

2 9. Shellpoint's system reflects the modification of the Subject Loan in the Debtor's
3 Confirmed Plan. Specifically, Shellpoint's records reflected a secured claim of \$132,000.00
4 amortized over thirty (30) years at 5.00% interest per annum with principal and interest payments
5 of \$708.60 per month commencing April 1, 2011 and continuing until March 1, 2041. Shellpoint
6 verified completion of system updates to reflect the terms of the Confirmed Plan and completed
7 multiple audits to verify its compliance with the Confirmed Plan.

8 10. Following entry of the Confirmed Plan, Shellpoint advanced funds for taxes and/or
9 insurance for the Property, resulting in an escrow impound on the Subject Loan.

10 11. The Subject Loan reflects a default based on the Debtor's failure to make all
11 required Principal, Interest, and Escrow Payments under the Confirmed Plan and Subject Loan
12 documents.

13 12. Statements or correspondence sent by Shellpoint to the Debtor following entry of
14 the Confirmed Plan or Discharge Order were: (i) for informational purposes only based on the
15 Debtor's default under the Confirmed Plan, (ii) not sent with an intention to collect a debt from
16 the Debtor personally, but rather to enforce rights as to the Property; and/or (iii) sent to assist the
17 Debtor with potential loss mitigation.

18 13. Monthly statements sent by Shellpoint to the Debtor reflected the terms of the
19 Confirmed Plan, including the correct principal balance, interest rate (5.00%), and Principal and
20 Interest Payment (\$708.60), and in some instances, an escrow payment for taxes/insurance
21 advances made by Shellpoint on the Debtors' behalf.

22 14. As of May 11, 2021, the unpaid principal balance totals \$122,615.59.

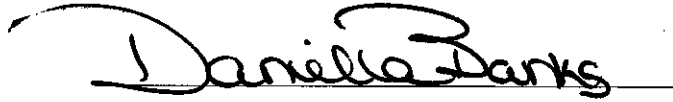
23 15. As of May 11, 2021, the past due payments on the Subject Loan total \$53,912.40,
24 with a current due date of September 1, 2015. This amount excludes corporate advances, late fees,
25 attorneys' fees, and other charge which may be contractually owed on the account.

26 16. Shellpoint did not willfully violate the terms of the Confirmation Order, Discharge
27 Order, Bankruptcy Code, or any other Court order. Shellpoint did not act in bad faith and believes
28 it is in compliance with the terms of the Debtor's Confirmed Plan. Shellpoint believes its actions

1 were reasonable given the Debtor's failure to make payments under the Confirmed Plan and
2 Subject Loan.

3 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the
4 laws of the United States of America that the foregoing is true and correct

5 Executed this 10th day of May, 2021, at Greenville, SC.

6
7 

8 *Signature of Declarant*

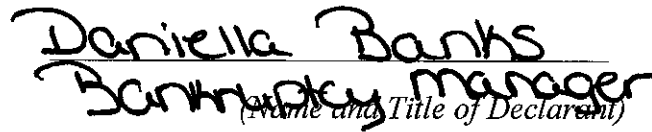
9
10 
11 *(Name and Title of Declarant)*

EXHIBIT A